

1894-007 Chancery Causes: Gdn. of William Lee Rasnick to by os. William Lee Rasnick to
Lee Co.

Banner, Duff, Hickam, Koger

CA - Estate Dispute
T - Property

- Deed

To the Hon. John H. Kelly Judge of the
Circuit Court of Lee County, Virginia

Your orator L. L. Rasnick Guardian
and of Wm. Lee, John Bradley, Jacob,
Alexander, and George Crittenden, Rasnick,
Humbly complaining, respectfully
represents, that on the 24th, day of
October 1878, the late Jacob Rasnick,
his father, now deceased, made a deed
of conveyance, to your orator for a
certain tract of land situated in
Lee County Virginia and properly
described, and set forth in said
deed, which will be found
herewith filed marked "A" as part
hereof. By an inspection of
which it will be seen, the latter
clause thereof limits said estate
to a life time interest in said land
and grants the remainder to his said
words who are all his own chil-
dren, who are infants of, 6, 8
10, 11, - 13 years. This tract of
land, consists of several small
parcels mentioned in said deed
and all put together constitute
but a small farm, much
of which, is of poor this quality.

yet from its location, commands a
high price - Seeing the price which
could be obtained and believing he
had the right to do so your ^{arator} Contractor
to sell the same for the price of \$3400.
~~to or over the amount of last year's~~
and on the fact of his sale
purchase an other farm situated
near ~~Cumtola~~ Mulberry Gap, partly
in Virginia but mostly in Tennessee
for this last named farm he agreed
to pay the price of \$2700; and thought
if he had the right made to him,
for life and remainder to his sons
as the deed to them specified, that he
could legally do so. But in his
endeavor to pass the title, he was
advised he could not legally do
so, to perfect this Contract and confirm
this sale and purchase is the object
of this bill. Your arator alleges that
the sale and purchase is greatly to
the advantage of his children and
worry, and especially so since he
gets a greatly superior farm
and greater quantity; all of which
his object and desire is to have con-
veyed as specified in the deed
hereon file. Your arator is confi-
dent.

that any person knowing the two
forms will say the one he has
contracted for is worth from \$500
to \$800 more than the one he has sold.
Yvan aator moreover believing the
price he has sold for is the very
best and largest price obtainable
for the same and has no reason to be-
lieve so much could again be
obtained.

The object of this bill therefore
to obtain a decree confirming said
sale, and directing the proceeds to
be paid into the purchase of land
and have conveyances made from
and to said infant, as above
stated - all of which he alleges to
be greatly to the benefit of his
said children and words.

The premises considered therefore he
prays that Wm Lee Rasnick, John
Bradley Rasnick, Jacob Alexander
Rasnick and George Crittenden Rasnick
be made parties defendant to this
bill, and that a guardian ad litem ap-
pear & answer & defend their rights - That
said sale, & purchase be ratified & confirm-
ed and a conveyance be made from

paid infants according to the statement
of the bill. And for all other further
and general relief may upon in-
sue &c.

A. L. Perkins & Co.
Virginia Lee County to wit

This day I. L. Rasmick personally ap-
peared before me the undersigned and made
oath that the facts stated in the foregoing bill
are true & were under my hand this
15th day of October 1884.

Rasmick

Bill

1884

1884

1884

1884

1884

St C. 5.40
Rasmick 23 38
H 228.78

To the Hon. John A. Kelly, Judge
of the Circuit Court of Lee Co.
Va.

The answer of John B. Fulkerson,
guardian ad litem of W^m. Lee
Rasnick, John Bradley Rasnick,
Jacob Alexander Rasnick and
George Crittenden Rasnick, to
a bill filed in this Hon. Court
against them by J. J. Rasnick
Guardian.

Respondent saving the benefit
of all just & proper exceptions
to the plaintiffs bill, for answer
there-to says, his wards are of
tender years and unable to ad-
vise him of any proper defense,
he therefore calls on the plaintiff
for strict proof of the allegations
in his bill and relies on this
Hon. Court, the peculiar guardian of
infants for the protection of his wards,
and having now fully answered
he prays to be dismissed with
costs. As in duty bound he will
ever pray &c, J. B. Fulkerson
Guardian ad litem

Subscribed me Mr 247885-

J. A. Kelly att c

(3)
John B Fulkerson
guardian ad litem,
ad 3 Ancora
J. J. Rasmussen
Guardian

Free \$5.00

J. J. Rasmick Guardian &c.

against

Wm Lee Rasmick et als

Plff

Defts

In Chancery,

There being nothing further to be done in this cause the same is ordered to be stricken from the docket.

J. J. Pasnick Guard
of Decree Final
3
Mr Lee Pasnick it is
copied in
Order Chancery
Book Page no
70

Enter this decree.

W. J. M.

for

1894.

J. J. Rasnick, Guardian & Co
vs } Decree for said
Wm. L. Rasnick et al

This cause came on this day to be heard upon the papers formerly read in the cause, and upon the report of Commissioner J. A. J. Hyatt, and was argued by counsel, and it appearing to the Court that said report was filed on the 24th day of October, 1892, a return required by law, and being excepted to the same is hereby confirmed. And it appearing from the said report that the purchaser, David Banner, has fully paid the purchase money, and that he is entitled to a deed to the land sold him in this case: The Court doth adjudge, order and decree that John A. J. Hyatt, Commissioner, do make and execute to David Banner a deed for said land, and the Court further adjudge, order and decree that David Banner receive from C. E. Flannery, Sheriff and Administrator of the Estate of J. J. Rasnick the

Costs of said deed, and the
 costs of the said report of
 Genl J. A. J. Hyatt. The said
 Hyatt Commissioner will report
 to Court, ~~and the cause is~~
~~continued.~~ until which time
 this cause is continued.

J. J. Rasmick, Guardian
 vs. Y. L. Rasmick for deed

Y. L. Rasmick et al

Entered page

432-3. March 1893

J. A. J. Hyatt

Hyatt 28.98
 J. A. J. Hyatt 5.00
 33.98

Entered
 14. J. K. M.
 3/7/93.

36
 68
 72
 40
 2.2.6

What is to

J. J. Rasnick guard *peffs*
against *lucky*
Wm Lee Rasnick et al., vs. J.
This

Cause came on again this day to be heard upon the papers formerly read, and was argued by Counsel - and it appearing from statement of *peffs* Counsel that the *peff* has departed this life since the last ~~law~~ order in this Cause, never having reported, upon the matters and things heretofore ~~referred~~ directed to be done performed by him - and it appearing that no guardian has yet been appointed for said infant the words of the *peff*, viz: Wm Lee Rasnick, John Bradley Rasnick, Jacob Alexander Rasnick and George Crittenden Rasnick some of whom have now attained their majority as appears by the statement of the bill - and no administration having heretofore been granted till the present term of this Court, when upon the law side thereof the estate of said J.

Rasnick thus been committed
to C. E. Flannery Sheriff of this
County, and by the said Flannery's
Consent said suit is revived in
his name and directed to be pro-
ceeded in to final determination
and the same is so revived, and by
like Consent of the said Flannery
the same is heard at the present
term. And thereupon the Court is
of opinion and doth so a judge
order and decree, that John A.
G. Hyatt one of the Commissioners
of this Court do proceed and
ascertain, whether or not David
Barnes the purchaser of the tract
of Land in Lee County has paid
fully the purchase money due ^{him} ~~from~~
to whom he paid it and when
and whether or not said Barnes
is now entitled to a deed for
the same, - whether or not J. J.
Rasnick as guardian, re-invested
the money so received by him
as ordered by this Court, or whether
or not he took a deed therefor
to himself. He will report

any facts deemed pertinent by
himself or required by either
party to this Court at its
next term & its cause is con-
tinued -

⁹
J. J. Resnick
(C. E. Hlunary added) Guard

2 } Deere

Wm Lee Resnick

June 7. 1892

Entered page 395-6

June 8th 1892

O. J. Attle

Enter this
June 8th 1892

H. S. M.

And at 40

J. J. Rasnick guardian
Against
Wm Lee Rasnick et al.

This Cause came on this day to be heard upon the papers formerly read, and the report of George W. Hickano Cmr, filed July 6th 1885 to which there are no exceptions - And it appearing that the plffs vendor has an indefeasible title to the land in Tennessee and Virginia said report is confirmed; and the plff as guardian, will proceed to collect the money now due him for the sales of the land in Virginia, and pay out the same to to the vendor of the land in Tennessee so purchased by him as in the bill alleged, and when collected and paid out will cause it vendor to convey the same to himself for and during his natural life, remainder to his infant children and worth as named in the bill And when so conveyed he will report his action to this Court and the cause is continued.

J. J. Rasnick⁽⁷⁾
Guest

2 1/2 Decree

Wm Lee Rasnick

Aug 7. 1888-

Entered Page 481

J. B. Gibson Lib

Enter this
Aug 31 / 1888.
J. B. Gibson

And at 40

And at an other day to wit, at a circuit court
continued and held for Lee County at the court house
thereof on the 25th March 1883, the following
decree was entered.

(5)

Pennick J.

n

Pennick

March Term 1883-

Cont'd page 429-30

Decree

Order

J. J. K.

Mar 25th 83

Virginia

At a Term of Court continued
and held for Lee County March 25th 1880

J. J. Rasnick guardian

Plffs

3
} In Chancery

Against

Wm Lee Rasnick et al. Defts

And George W. Hickman

is appointed a Commissioner who shall
carefully investigate the title to the Mulberry
Gap Land, both the portion in Virginia and
the portion in Tennessee; and if found good
will prepare a deed such as will pass
both the lands in Virginia and the lands in
Tennessee to the Plaintiff for life and to the
infant Defendants a remainder in fee
and upon its due execution by the vendee
and its proper acknowledgment for record
in both said states; then upon its appearing
that a good and indefeasible title free from
any incumbrance whatever is secured to
the said Defendants in remainder, the Court
will order the investment of the proceeds
of the lands in exhibit "A" in the said
Mulberry Gap Land. Said Commissioner
will report to this Court and the cause
is continued.

A Copy Lest

J. A. Hyatt ©

J. J. Rasnick
vs $\frac{1}{2}$ Copy of Decree

Wm Lee Rasnick et al

after ss. 5.
(Executed by
delivering a copy
of this Decree to
Geo. W. Hickam)

Apr. 15/85 R. D. Flanagan
S L G

8

2. Copies
Recpt

50
50
18

\$118

J. J. Rasnick, Guarantee Deft
against
Willie Lee Rasnick et al Defts

The depositions of David
Barnen & others taken at the
time of taking an account
in the above styled Cause
on the 18th October 1892, at the
Clerk's office of the Circuit
Court in the town of Jonesville
Va.

Said David Barnen witness
of lawful age being duly
sworn deposes and says -
My son V. L. Barnen
purchased a certain tract
of land on Wallens Creek
described by Exhibit A, in
this Bill of J. J. Rasnick
at the price of \$2400. Three
Hundred Dollars was
paid in hand and notes
Nos 1, 2, & 3 executed for the
balance signed by me

and my said son to said J. J. Rasnick amounting to \$2100.00, which notes have long since been paid off by us, and I file the same here, with this my deposition, as evidence of the payment of said purchase money.

This purchase money was all paid to the said J. J. Rasnick, as shown mostly by credits endorsed on said notes, one credit however of \$334.83 was paid by the order of said J. J. Rasnick to Eliola Bishop, and credit given as shown on note No 1.

And further this witness saith not. D. J. Barker

G. C. Duff, an other witness of lawful age being duly sworn deposes and says.

I was called on by the parties to write a title Bond for the land on Wallens Creek sold by J. J. Rasnick to V. S. Banner and D. J. Banner, on said day there was some money paid in hand and some more was to be paid in a few days all of which seemed to be satisfactory with the parties, but the exact amount of money paid by the Banners to said J. J. Rasnick, I cannot state but my best impression is that 100\$ was paid in hand and 200\$ was to be paid in a short time and my recollection is that notes were given by Banners to Rasnick for the remainder of the purchase money 2100\$ And further this witness doth not

Witness
82¢
Paid by
Banner

E. B. Duff

V. S. Barron an other
witness of lawful age being
duly sworn deposes and
says - I purchased the
land in exhibit A. from
J. J. Rusnick at the price
of 2400\$ Three Hundred
of which I paid soon
after the purchase and
me and my Father execu-
ted to said Rusnick notes
which are filed with
my fathers deposition
hereto attached Nos 1, 2 & 3,
for the remainder of said purchase price.
and pursuant to the
requirements of a Decree
entered in this cause on
the 31st August 1885, and
on the demand of the
said J. J. Rusnick we
at various times thereafter
paid him the full amount
of said purchase money.
I was present when

J. J. Brasnick purchased
of Wm Thomas the Mulberry
Gap and Tenn lands in these
proceedings mentioned

And at said time (Nov. 1st 1884)
said Brasnick paid to said
Wm Thomas the \$200 we
had paid him, on this
land, as part of the purchase
price of the land he bought of
said Thomas.

And further this witness saith
not.

V. S. Bannur

The foregoing depositions were
taken sworn to and subscribed
before me, Octo. 18th 1892.

J. A. Hyatt
Clerk

Carrs Office

Octo. 27th 1892

J. J. Progen an other witness
of lawful age being duly
sworn deposes and says

I am well acquainted with all the parties in this suit and was very familiar with J. J. Rasmick and had frequent conversations with him about the land sale to Mr Bannum. He informed he had sold to them at the price of \$2400 the land on Wallens Creek Lee Co. Va and I saw in said J. J. Rasmick's possession at least two of the notes herein filed on which I entered in my own hand writing credits and especially on the last note and after said money was all paid said J. J. Rasmick informed me that all the money had been paid him by the Bannums for the Va land.

And further this witness saith not.

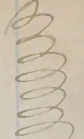
J. J. Prosser

Sworn to before me Octo
27th/1892.

J. A. Syall Comm

J. J. Rasmick known
J. J. Prosser

Willie Lee Rasmick et al

J. J. Rasmack ⁽¹¹⁾ Guard &c
vs  Debo
Wm Lee Rasmack et al

Filed Oct. 24th 1892
J. A. Hyatt Com
"A."

Cost of Debo-
reit claim \$2.50

\$550.00

On the first day of Nov = 1886.
we or either of us bind our selves heirs
and VC. to pay J. J. Rasmick five hundred
and fifty dollars for value received of
him waiving all homestead ex-
emptions of laws as to this obligation
this note is for purchase money on
land, without interest. witness
our hand and seal this the 4th day
of March. = 84.

V. J.

Wm

James

Seal

Seal

Cr by cash \$308.50 Nov The 27th 1886

Car. By Difference Home swap \$40.00 Dec 6, 7th 1886

" " Tax Ticket \$5.00 " " "

" " By cash \$10.00 " " "

~~20~~

✓

308-
40
10
358

\$1000

On the first day of your next we
or either of us bind our selves heirs and
to pay off Pasnick one thousand
dollars for value received of him waiving
all homestead and exemption of laws
as to this obligation. This note is for
purchased money on land without
interest. Witness our hands and
seals this the 4 day of March = 84.

D. J. Banner Seal
V. S. Banner Seal

or the within
 Note with 520.20
 five hundred &
 twenty dollars
 this November
 the 1st 1884

or the within
 note three hundred
 and thirty four
 dollars & Eight
 ty three cents
 December the 10
 1884 \$334.83

4699
~~457~~
 9214
 4581
 2221
 90.81

12P

54-851

³
 231/6

26.04
 2312
 2888

\$550.00

On the first day of Nov. = 1885
we neither of us bind our selves heirs
and He to pay J. J. Rasnick five hundred
and fifty dollars for value received of
him, waiving all homestead and exem-
tion of laws as to this obligation.

This note is for purchase money on land,
without in trust. witness our hands
and seal this the 4 day of March =

D. S. Banner
D. S. Banner

dated within town
pt. 17th 1886 ~~1885~~

on the within note
\$100.00 Nov. 14th 1885-

on the within note
\$25.00 Nov. 17th 85

on the within note note
\$215 two hundred &
and fifteen dollars

18th Feb 86

within notes (\$100.00)

paid dollars on pay of 1885
Feb 26, 86.

on the within note
March 27th 1886.
By J. J. J. J.
J. J. J. J.

1

The depositions of George W. Hickam and others taken pursuant to agreement, herewith filed - and which are intended to be used as evidence in a certain suit in Chancery, now pending in the Circuit Court of Lee County Va wherein J. J. Rasmick is plaintiff and Wm Lee Rasmick et al are defendants.

We the undersigned agree for the following depositions to be taken upon the following interrogatories:

By:

George W. Hickam ^{J. J. Rasmick for self}
^{J. J. Rasmick}
^{George W. Hickam}
 lawful agents being duly sworn
 depose and say:

Question. Are you acquainted with the land sold by J. J. Rasmick to David Barker? If so please state its fair value or reasonable ^{credit} pay 10-2 years credit?

Answer by witness

I am

I can say that Twenty Two Hundred dollars is a fair price for the

2

land sold To David Banner
by J. J. Rasmick on a credit of one
and two years

Question 2nd

What price did David Banner contract to
pay for it, and is such a sale a good one

Ans by witness

he contracted to pay twenty four
hundred dollars,

I consider it a fair sale,

Question 3rd

If you are acquainted with the tract
purchased by J. J. Rasmick situated near the
state line mostly in Tennessee, state its
value on same terms

Answer by witness

I am acquainted with the tract.

~~Question 2.~~ I would say twenty eight hundred
~~What price did Mr Banner contract to~~
~~pay for it and is such a sale a~~
~~good one?~~

dollars would be a reasonable price
for that tract of land on the same
terms.

Question 4th

At the price the Banner Tract sold for
and the price J. J. Rasmick purchased the
Tennessee tract, is such an exchange a good
one and will it be to the advantage of
the four infant sons of J. J. Rasmick
who owns the land after Mr Rasmick's
death.

~~I am well acquainted with
the tract purchased by J. J. Rasnick
situated near the state line, mostly
in Tennessee, state it, value on the
same terms~~

Answer by witness. I think it was,

I think it will.

Further this deponent sayeth not
George W. Crebbs

Wm M. Hickam a witness of lawful age
being duly sworn deposeth and says

Question

Are you acquainted with the land
sold by J. J. Rasnick to David Banner
If so please state its fair value on reason-
able credit Say one and two years credit

Answer by witness

I am

I think that Two Thousand dollars
is a fair price for the land sold to David
Banner by J. J. Rasnick on a credit of one
and two years

Question 2nd

What price did David Banner contract
to pay for it, and is such a sale a good
one

Answer by witness, Twenty four hundred dollars
I consider it a good sale

4

~~At the price the Banner tract sold for, and the price J. J. Basnick purchased the Tennessee tract, is such an exchange a good one and will it be to the advantage of the four infant sons of J. J. Basnick who own the land after Mr Basnick's death?~~

Question 3rd

If you are acquainted with the tract purchased by J. J. Basnick situated near the state line mostly in Tennessee, state its value on same terms

Answer by witness

I am acquainted with the tract

I would say that Twenty seven & fifty dollars was a reasonable price for that tract of land.

Question 4th

At the price the Banner tract sold for and the price J. J. Basnick purchased the Tennessee tract is such an exchange a good one, and will it be to the advantage of ~~J. J. Basnick's~~ ^{the} four infant sons of J. J. Basnick who own the land after Mr Basnick's death.

Answer by witness

I would think it a good exchange I think it would be to their advantage further this deponent sayeth not

W. M. Hickam

U. S. Banner a witness of lawful age being duly sworn deposes and says
 Question

Are you acquainted with the land sold by J. J. Rasnick to David Banner
 If so please state its fair value on reasonable credit say one and two years credit
 Answer by witness

I am
 I think Twenty one hundred dollars is a fair price for the land.

Question 2nd

What price did David Banner contract to pay for it, and is such a sale a good one
 Answer by witness

Twenty four hundred dollars
 I think the sale was a good one
 Question 3rd

If you are acquainted with the tract purchased by J. J. Rasnick situated near the Tennessee line mostly in Tennessee State, its value at the same terms
 Answer by witness

I am acquainted with the tract of land

I think that Twenty nine hundred dollars would be cheap, for that tract

6) Question 4th

At the price The Banner Tract sold for
and the price J. J. Rasnick purchased the
Linnisse tract, is such an exchange a good
one, And will it be to the advantage of
The four infant sons of J. J. Rasnick who
owns the land after Mr Rasnick's death

Answer by witness

I think so,

It will,

Further this deponent saith not.

W. S. Banner

7)

Virginia Lee County to wit:-
 J. G. C. Duff a justice of the peace
 in and for Lee County Va do cer-
 tify that the foregoing deposition of
 George W. Hickam W. M. Hickam
 and V. S. Barnes
 were taken sworn to and subscribed
 in my presence at G. C. Duff.

Dwelling House
 in Lee County Va. pursuant to
 the agreement mentioned in the
 Caption. Given under my hand this
 6th day of Nov. 1884.

G. C. Duff J. O.

(4)
 G. J. Rasmussen

Depos.

Wm Lee Rasmussen

Recd by mail in
 good condition
 and filed Nov 7th
 1884 J. H. Hyatt & Co.

This indenture made this June 25th 1888
by and between, Wm D. Thomas and his wife
Retta J. Thomas of the County of Blairborne
and State of Tennessee of the first part
and J. J. Rasnick of the County of Hancock
and State aforesaid of the second part
Witnesseth that the said Wm D. Thomas and
Retta J. Thomas parties of the first part
for and in consideration of the sum
of twenty seven ^{hundred} + fifty dollars to them in hand
paid, the receipt whereof is here by acknowledged
hath this day bargained and sold to the said
J. J. Rasnick party of the second part all
their entire right title and claim in a certain
tract of land lying in Hancock County Tennessee
+ twenty two to thirty acres in the edge of Lee
County Virginia, and on the head waters of
Mulberry Creek, bounded as follows -
by Wm E. Winn, on the East + West side, by
the top of Powell's mountain on the South
+ Wm D. Vinzell on the North; Beginning
at a — S 23 E, 175 poles; thence S 22 E 52
poles - thence S 23 E 71 poles to the top of
Powell's mountain - Eastwardly 76 poles

to a large Chestnut Oak - Thence N 25 W
298 poles with the fence to a Stake, Wm E. Winn
is to have a sufficient watering place in this
line for his stock - Thence N 25 W 40 poles
to the public road - Thence in a northern
direction with the road 98 poles to a black
oak corner of Wm D. Vincel at the edge of
the road thence with the said Vincel's
line S 80 W 67½ poles to a Stake and
white oak corner in Vincel's line - thence
S 15 E 149 poles to the south side of big road
then westwardly 7 poles + 9 feet with the road
to the Beginning estimated at 174 acres
more or less. we covenant with the said
J. J. Rasnick that we are lawfully seized of
said land and will warrant and defend
the title thereto or any part thereof and
against the claim of any and all persons
whatsoever - Given under our hands and
Seals this the day + year above mentioned

Witness our hands and seals, this the
day and year above mentioned -

Witness our hands and seals

Attest

Wm D. Thomas (Seal)

Reeta J. Thomas (Seal)

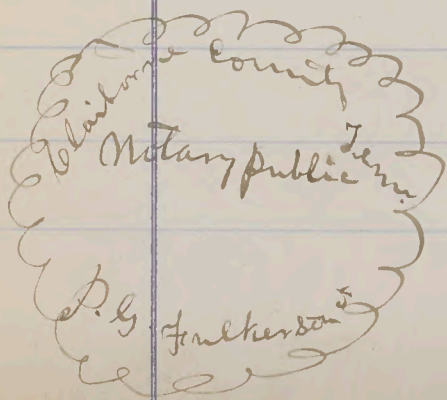
State of Tennessee }
Claiborne County }

Personally appeared in said County
before me P. G. Fulkerson a Notary
Republic duly elected and Commissioned
+ Sworn for said County the within named
Bargainers Wm D. Thomas and wife Rella J.
Thomas, with whom I am personally acquainted
and who acknowledged that they executed
the within instrument for the purposes therein
contained - And Rella J. Thomas wife of
Wm D. Thomas having appeared before me
privately and apart from her said husband
said Wm D. Thomas and acknowledged the
execution of said deed, to have been done
by her, freely, voluntarily and understandingly
without Compulsion or Constraint from her said
husband and for the purpose therein
expressed, and does not wish to retract it.
My terms of office began January 3rd 1887
and expires January 6th 1891. Witness my hand

and official Seal at Office in

Tazewell this 16th day of July 1888

P. G. Fulkerson Notary public



State of Tennessee } the within deed was filed
Hancock county } in my office in Sneedville
Mch the 7th. 1892 At 10 A.M. and entered
in note Book "A" page 22 - Registered in
book "K" 277-8

A. T. Baker Register

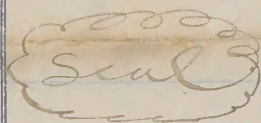
State of Tennessee }
Hancock county } I L. M. Jarvis Deputy
Register of the county and State aforesaid
do hereby certify that the fore going is a true
copy of a deed and its authentication ^{or probate} made by
Wm D. Thomas and his wife Retta J. Thomas To
J. J. Rasnick on 25th day of June 1888 as fully
as it appears of record in the office of the
Register of said State and County -

Given under my hand and private
Seal of office (having no public seal)

at Office in Sneedville Hancock County
Tennessee This 25th day of October A.D. 1892

A. T. Baker Register -

By L. M. Jarvis Deputy Register
of Hancock County Tenn.



Copy of Deed

Wm D. Thomas wife

To.

J. J. Rasnick

"B"

A

Commissioners Office
October 24th 1892.

J. J. Rasnick, Guard &c. Defts
against
Wm. Lee Rasnick et al Defts

To the Hon. H. S. K. Morrison
Judge of the Circuit Court for
Lee County.

In obedience to the requirements of a decree entered in the above styled cause on the 8th June 1892, I proceeded at my office in the town of Jonesville Va. from the 18th October 1892 and following days down to the 24th Octo. 1892 to perform the duties assigned me - And respectfully report that David Bannen has fully paid the purchase price of the land purchased by him in Lee Co. Va. of J. J. Rasnick Guard &c - which payment was made to said

J. J. Rasnick at various times,
said payments were made as
directed by former decrees
entered in this suit.

And said Bannan
should have a deed made
to him on his render for
said land - possibly should
have had it long ago.

For evidence that said
purchase money has been paid
See depositions herewith filed
together with notes lifted by
him, marked 'A'.

Your Commissioner finds
that J. J. Rasnick re-invested
the money paid him by said
Bannan in lands near
Mulberry Gap Tenn, as ordered
or directed by this Court.

But from an inspection
of Deed herewith filed marked
B. He failed as directed
by this Court to have the

lands so purchased by him
deeded to his four wards, reserving
to himself a life interest
therein, but had the deed
made to himself, in this
he grossly violated his trust,

Said J. J. Rusnick is now
dead and on account of
his failure as above stated
he involves his heirs & widow
in litigation.

Respectfully submitted

J. A. S. Lyatt
S. Coun

(10.)
J. J. Rusinek Guard
vs 3/4 Courts Report
Wm. Lee Rusinek et al
Filed Oct 24/892
J. A. Hyatt

Costs of Decd &c

Clerk	2.26
Courts fees	15.00
Writ	2.50
Copy of Decd	2.50
	<hr/>
	22.26
Atty	15.00
	<hr/>
	\$37.26

To the Hon. John A. Kelly
Judge of the Circuit Court of
Lee County.

The undersigned who
was appointed in the Chancery
Cause of J. J. Rasmick ~~guardian~~ ^{vs}
~~Wm D. Thomas~~ ^{vs} now pending in this
Hon. Court begs leave to report

that in obedience to said decree
he went to Sneedville the County
site of Hancock County Tenn.
in which the land partly lies

He found that very recently the
entire records of the County had
been burned and that there was
not there to be found any trace
of the title. He ascertained, that
Wm D. Thomas the vendor of the
land was an heir of

Thomas deceased and in the hands
of the family he found a copy of
the partition of the land, showing
this piece to have been assigned
to J. J. Rasmick's vendor W. D.

Thomas. He made enquiry from
the clerks & practicing lawyers to
ascertain if any claims had
ever existed against the land, and
found that one Elish Bishop alone

time held a deed of trust, he then saw said Bishop and he stated the trust had long since been fully paid and satisfied. From all the information he could gather, he has no hesitation in reporting that said Thomas Little is perfectly good to the Tennessee lands. He has had carefully examined the title to the lands which lie in on, around, then clear of incumbrances, and no lien or adverse claim against them. And therefore report them free from claims & the title good.

Having carefully examined the lands purchased by Rusnick and being well acquainted with that sold - your Commissioner reports that the investment is a very valuable one for the infant. Rusnick having as he is informed been offered an advance on his purchase of some \$400. or \$500. - all of which is respectfully submitted.

July 6th 1885.

George W. Hickman
Commissioner

(6)
J. J. Rasnick-Guon

23 Report of
Com. Hickam
Rasnick-Guon

Filed July 6 1885
J. A. Hyatt & Co.

Cours Fee --- \$5.00

J. H. Rannick, Auditor }
vs }
J. H. Rannick }

To the Hon. H. L. R. Morrison, Judge
of the Circuit Court of Lee County, Va.
The undersigned, appointed a
commissioner by your Honors in
this cause, dated March 7th
1873 for the purpose of eye outting a
deed to David Bannister for the
land in the cause mentioned,
hereby leave to report that he has
performed the duty required by your
Honors, which deed is filed with
this Report marked X

Respectfully Submitted
J. H. Hyatt commissioner

(14)

Report of

for Lie Rasmussen et al

Filed March 8/1893
J. A. Hyatt

Fee for book \$5⁰⁰

J. J. Cassick Guardian of David Leahy
vs
Wm. L. Cassick et al

This Cause came on this day
to be heard upon the papers furnished and
in the Cause, and the Report of John
J. Hyatt, Commissioner, who reports
his execution of a deed to David
Banner for the land in this Cause
mentioned, and was argued by
Counsel; Upon consideration of
which the Court doth adjudge, Order
and decree that said Report and
deed be confirmed, and that David
Banner pay to said Commissioner
the sum of five dollars for making
and executing said deed, and
that the said David Banner be
permitted to withdraw said deed
from the file of papers in this Cause
for the purpose of recordation,
and the Cause is continued.

(157)

Entered C. Q. B. Page 443

March 8th, 1893.

March 8th, 1893.
J. A. G. Hyatt - Co.

22

1872

3	8	7	9	3
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Anclatke

Know all men by these presents
the we J. J. Rasnick, Reese D. Flanary,
and Henry T. Ferguson are held and
firmly bound unto the Commonwealth of
Va. in the just and full sum of Two
thousand (2000\$) Dollars, for the true
payment thereof well and ~~promptly~~
to be made to the said Commonwealth
we each bind ourselves heirs &c, and
we as to this bond waive our Home-
stead exemptions, Witness our hands
and seals this 24th March 1886.

The condition of the above bond
is such that whereas the above bound
J. J. Rasnick as Guardian for Wm Lee,
John B, Jacob. A & George C. Rasnick
in the Chancery Cause of J. J. Rasnick
Guar. vs Wm Lee Rasnick et al now
pending in Lee County Circuit Court
was required by a decree entered
in said Cause at the March Term 1885
to execute a bond in the sum of 2000\$
conditioned faithfully to account for
the purchase price of certain lands
sold in the State of Va. as the Court
may hereafter order.
Now therefore should the said
above bound J. J. Rasnick as such
Guardian, faithfully & truly account

for the \$2400.⁰⁰ the purchase price of the
Va lands sold by him, as the court
may hereafter require & direct then
this obligation shall be void other-
wise to remain in full force &
virtue.

J. J. Randle & Seal
A. T. Ferguson Seal

J. J. Randle & Seal

Seal

Wm Lee. Rasmick et al

Filed March 24/886

J. J. Randle & Seal